

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

JORRIE ADAMS,

Plaintiff,

v.

BRINKERHOFF INSPECTION, INC.,
d/b/a SMOB

Defendant.

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CIV. ACTION NO. SA-5:17-cv-00103-XR

**JOINT MOTION TO APPROVE CONFIDENTIAL
SETTLEMENT AND STIPULATION OF DISMISSAL WITH PREJUDICE**

TO THE HONORABLE JUDGE OF SAID COURT:

The Parties file this joint motion requesting the Court to approve their confidential settlement agreement (the “Agreement” herein) and to dismiss this case with prejudice.

I.

On February 13, 2017, Plaintiff brought this lawsuit to recover wages allegedly owed by Defendant pursuant to the Fair Labor Standards Act (FLSA), among other theories of liability. Defendant filed an answer in the lawsuit denying liability to Plaintiff and raising *bona fide* defenses to Plaintiff’s claims.

The Parties have since settled all claims and controversies and now wish to dismiss this case in its entirety. On September 28, 2017, the Parties filed a Joint Notice of Settlement with the Court. ECF No. 27. The Court subsequently entered an order requiring the Parties to submit a stipulation of dismissal and any supporting documents on or before October 29, 2017. ECF No. 28. The Parties thus respectfully submit this joint motion.

II.

The terms of the settlement are confidential. All Parties have approved the settlement and signed the Agreement. Defendant has funded the settlement in full. The settlement is in the best interest of all Parties. Moreover, there was substantial risk the Plaintiff may be unsuccessful on the merits if this compromise settlement was not approved.

III.

The Agreement was negotiated at arm's length and represents the resolution of a *bona fide* wage dispute. All Parties were represented by counsel with years of experience handling these types of FLSA cases. The Parties represent to the Court that the terms of the settlement are fair, reasonable, were negotiated at arms-length, and are in Plaintiff's and Defendant's best interests. While the terms of the settlement are confidential, Plaintiff will receive 100% of his damages claimed even after attorneys' fees and expenses are deducted. By entering into this settlement, however, Defendant has not conceded liability.

In light of the Parties' settlement, they now respectfully request that the Court enter the accompanying proposed order approving their settlement, dismissing this case with prejudice as to refiling, and with each party bearing their own costs.

Respectfully submitted,

/s/ Trang Q. Tran
Trang Q. Tran
Tran Law Firm
Federal ID No. 20361
State Bar No. 00795787
2537 South Gessner Road, Suite 104
Houston, Texas 77063
Telephone: (713) 223-8855
Facsimile: (713) 623-6399
ttran@tranlawllp.com
service@tranlawllp.com

ATTORNEY FOR PLAINTIFF

/s/ Brad J. Davidson
Brad J. Davidson
Brad J. Davidson Law Firm
Texas Bar No. 24036439
12405 Quaker Ave., Suite B
Lubbock, Texas 79424
Telephone: 806-412-6000
Facsimile: 806-412-6010
brad@braddavidsonfirm.com

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on Friday, November 3, 2017, I electronically filed the foregoing with the Clerk of Court using the electronic filing system, which automatically sent notice to the following counsel of record:

Brad J. Davidson
Brad J. Davidson Law Firm
Texas Bar No. 24036439
12405 Quaker Ave., Suite B
Lubbock, Texas 79424
Telephone: 806-412-6000
Facsimile: 806-412-6010
brad@braddavidsonfirm.com

ATTORNEY FOR DEFENDANT

/s/ Trang Q. Tran
Trang Q. Tran